

STATE PROJECT NO.

PARCEL NO(S).

**S A L E**

STATE OF LOUISIANA:  
PARISH OF :

For the price and on the terms and conditions hereinafter set forth, , being hereinafter sometimes referred to as the "Vendor", have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey and deliver under all lawful warranties and with substitution and subrogation to all of my rights and actions of warranty, unto the Department of Transportation and Development of the State of Louisiana, herein represented by JAMES M. DOUSAY of said Department of Transportation and Development, authorized herein by Policy and Procedure Memorandum No. 44, dated August 24, 1977, as amended, issued by the Secretary of the Louisiana Department of Transportation and Development, being hereinafter referred to as the "Department", who accepts this sale on behalf of the Department of Transportation and Development, the following described property, situated in the Parish of , Louisiana, to-wit:

### **DESCRIPTION**

() certain tract(s) or parcel(s) of land, together with all the improvements situated thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, , situated in Section(s) Township , Range , Parish, Louisiana, identified as PARCEL NO(S). as shown on Sheet No(s). of the property map for STATE PROJECT NO. , LOUISIANA, prepared by , dated , said map being attached hereto and made a part hereof, which property is more particularly described as follows:

PARCEL NO.

- **TEMPORARY SERVITUDE**

Concomitant with the sale and transfer of the hereinabove described property, Vendor does also grant unto the Department ( ) temporary construction servitude(s) on, over and across Vendor's property to accommodate construction of the said State Project No. , and which temporary construction servitude(s) described as follows

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It is understood and agreed by all parties that the Department's rights to the use of the above described temporary construction servitude(s) shall terminate upon the date of completion and final acceptance of State Project No. , and the property traversed thereby shall be left free of construction scars.

- **DRAINAGE SERVITUDE PARCELS**

Also included in this present sale and conveyance , ( ) drainage servitude(s) on, over, and across Vendor's property to accommodate proper drainage for said State Project No. , and which drainage servitude(s) described as follows

:

The earth material excavated from said drainage servitude(s) shall be used in the construction of the highway embankment or disposed of as directed by the Department.

- **UNECONOMIC REMAINDER PARCEL(S)**

And also the (northerly, southerly, easterly, westerly) remainder of Vendor's property which has been determined to be uneconomic to the owner and which, for the purpose of property identification, is assigned the parcel No. UR ( ) (which is not so identified on the right of way plans) and such remainder being described as:

*Property description should describe total taking as described in title, less and except required right of way parcel.*

This sale and conveyance is made for and in consideration of the price and sum of DOLLARS, which price the Department hereby binds and obligates itself to pay to Vendor upon the approval by the Department of Vendor's good and unencumbered title to the hereinabove described property.

Vendor acknowledges and agrees that the consideration provided herein constitutes full and final payment for the property hereby conveyed and for any and all diminution in the value of the Vendor's remaining property as a result of the transfer of this property for highway purposes.

The consideration recited herein represents full and final settlement of all claims of any kind to the full extent of the Vendor's loss, except relocation assistance claims where applicable, and specifically represents a compromise by all parties to avoid formal expropriation proceedings and the added expenses of litigation.

All ad valorem taxes assessed against the above-described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be prorated in accordance with the provisions of Act No. 123 of the Legislature of the State of Louisiana for the year 1954.

It is understood and agreed that Vendor reserves unto himself, his heirs and assigns, all oil and gas minerals beneath the area hereinabove described, it is specifically understood, however that while no exploration, drilling, nor mining of oil or gas minerals of any kind shall be conducted upon said area, there may be directional drilling from adjacent lands to extract the oil or gas minerals from said area.

**OPTIONAL CLAUSES FOR USE IN CONSIDERATION PAGES**

**Insert on previous page after oil and mineral reservation paragraph**

- **CLAUSE IF PROJECT IS A CONTROLLED ACCESS FACILITY**

The Vendor acknowledges by these presents that the property hereinabove described is being acquired for the purpose of constructing a controlled access facility and that all direct access to said facility from Vendor's remaining property and from said facility to Vendor's remaining property will be limited to such access as may be provided by frontage roads, if any are constructed, and this provision shall be and remain binding upon the said Vendor, his heirs, successors and assigns forever.

- **CLAUSE IF PARCEL IS FOR SIGHT CLEARANCE PURPOSES**

The Vendor acknowledges by these presents that a portion or portions of the hereinabove described property is being acquired for sight clearance purposes and that no direct access shall be permitted to and from the adjacent property across that portion or portions of property designated for sight clearance purposes on the construction plans for said project, and this provision shall be binding upon the said Vendor, his heirs, successors, and assigns forever.

- **CLAUSE FOR USE IF THERE ARE CONSTRUCTION SERVITUDE PARCELS**

The temporary construction servitude(s) hereby granted shall be for a term of ( ) years at DOLLARS per year and shall commence upon the date a Work Order is issued to the contractor, for construction of the respective construction project for which the servitude(s) required. Should the above-recited term not be sufficient to complete construction activities, the Vendor grants to the Department the option to extend the servitude(s) for an additional ( ) year(s) at the same terms, conditions and rental as herein specified. This extension shall be automatic and without additional compensation unless Vendor notifies the Department.

- **CLAUSES FOR USE IF THERE ARE IMPROVEMENTS IN THE TAKING**

There is specifically included in this present sale and conveyance all of the improvements situated wholly or partially on the hereinabove described property, including but not necessarily restricted to Vendor's together with the appurtenances thereto.

There is specifically included in the above-recited consideration the value of all merchantable timber located on the hereinabove described property.

There is specifically included in the above-recited consideration the value of all lignite coal located below the hereinabove described property.

- **CLAUSES FOR REPLACING FENCES, DRIVEWAYS, CATTLE GUARDS, ETC.**

The Department shall construct approach(es) within the limits of the property herein conveyed, from the roadway to the Vendor's remaining property to the of the centerline opposite approximate Highway Survey Station(s) .

The Department shall construct a new standard fence along the limits of the property herein conveyed to the of the centerline between approximate Highway Survey Station and approximate Highway Survey Station .

The Department shall remove Vendor's fence from within the limits of the property herein conveyed, and shall rebuild same along the limits of said property, to the of the centerline between approximate Highway Survey Station and approximate Highway Survey Station .

The Department shall construct a new cattle guard on the limits of the property herein conveyed, to the of the centerline opposite approximate Highway Survey Station(s) .

The Department shall remove the cattle guard from within the limits of the property herein conveyed, and shall relocate said cattle guard along the limits of said property, to the of the centerline opposite approximate Highway Survey Station(s) , and shall use whatever new material necessary, of the same kind and character of said existing cattle guard, to leave said cattle guard after relocating in as good or better condition than now exists.

The Department is hereby authorized to enter upon Vendor's property beyond the limits of the property herein conveyed for the purpose of constructing adjacent to and immediately adjoining the limits of the herein conveyed property to the of the centerline between approximate Highway Survey Station and approximate Highway Survey Station to replace Vendor's existing absorbed within the limits of said property.

- **CLAUSE FOR SUGARCANE IN RIGHT OF WAY**

The Department hereby binds and obligates itself to pay Vendor and/or Intervenor by separate Sugar Cane Agreement for the loss of that portion of Vendor's existing sugar cane crop destroyed during highway construction within the limits of the property herein conveyed and also within areas to be utilized for the construction of new headlands on the basis of the appraised value of . It is agreed however, that should construction not commence for a length of time sufficient to allow harvesting of the final crop and should Vendor herein elect to replant the area with plant cane, no payment will be made for such plant cane or any of its succeeding crops. It is also understood that Vendor herein shall be permitted to continue use of the property herein conveyed for the limited purpose of growing the existing crop or any of its succeeding yields, including the use of the headlands until the Department requires the property herein conveyed for actual construction of the highway project, but it is expressly understood that the Department in no way warrants or insures the fitness of the property and in no way assumes responsibility for any acts performed thereon.

- **CLAUSE FOR IRRIGATION SYSTEMS IN RIGHT OF WAY**

The Department agrees not to disturb Vendor's irrigation systems during the period between March 1st and October 15 of any year to the extent of interfering with the proper operation of the systems, and should the Department deem it necessary to effect, during said period, the relocation and/or alteration of Vendor's irrigation facilities, Department binds and obligates itself unto Vendor to provide at Department's expense, an alternate or temporary adequate and proper provision for the continued and uninterrupted operation of said facilities during such relocation and/or alteration; it being understood and agreed that such alternate or temporary method shall not be undertaken by the Department, its Agents, Employees and/or Contractors without first having obtained Vendor's approval of the method of so providing for the continued and uninterrupted operation of said irrigation system.

- **CLAUSE IF VENDOR WILL RETAIN A MINOR IMPROVEMENT.** *(If the improvement being retained is major (residence, building, etc.), use the "RETENTION CONSIDERATION PAGE FOR ACT OF SALE".)*

As part of the consideration above recited Vendor agree(s) to retain, remove and relocate the outside the required right of way and to relieve, release and hold harmless the Department from any liability in connection therewith; said to be removed within thirty (30) days from the date hereof and failure to so remove same within thirty (30) days will result in the becoming the property of the Department, to be demolished, removed or relocated at the Department's election without any liability to Vendor therefor.

- **CLAUSE FOR SIGN OWNED BY OTHER THAN VENDOR**

Vendor declares that located wholly or partially on the hereinabove described property is a sign described as follows:

SIZE	STYLE	LEGEND
_____	_____	_____

Vendor does hereby declare that he is not the owner of the said sign, claims no ownership rights thereto, and declares the said sign is owned by .

- **CLAUSE FOR ADVERSELY IMPACTED IMPROVEMENT PURCHASED WITHOUT PURCHASING THE LAND ON WHICH IT IS LOCATED**

Also included in this present sale and conveyance is the located on the remainder of the hereinabove described Parcel No. , which improvement has been determined to be adversely impacted by the project. The Department, its agents, engineers, successors and assigns are hereby authorized to enter upon Vendor's remainder property beyond the limits of the property herein conveyed for the purpose of removing said improvement.

- **CLAUSE FOR ALLOWING DOTD TO ENTER REMAINDER IF PART OF IMPROVEMENT IS ON REMAINDER**

The Department, its agents, engineers, successors, and assigns are hereby authorized to enter upon Vendor's remainder property beyond the limits of the property herein conveyed for the purpose of removing that portion of the which lies on said remainder.

- **CLAUSE IF THERE ARE UNDERGROUND STORAGE TANKS IN THE TAKING**

Vendor, in further consideration of the above amount recited in this document, hereby agrees to hold the Department harmless for any costs, expenses or attorney fees in the event of the necessity of any further removal of underground storage tank(s) not acquired by the Department in this document, and for any future removal of hazardous and/or harmful waste from the property herein acquired by the Department, and further understands that no reduction in the consideration for this Act of Transfer has been made in anticipation of the cleaning or removal of hazardous and/or harmful waste from the property subject of this sale.

- **CLAUSES FOR USE IF A PORTION OF THE CONSIDERATION IS FOR DAMAGES**

The parties hereto do hereby acknowledge and declare that of the aforesaid price and sum of DOLLARS, the amount of DOLLARS constitutes full and final payment for any and all damage to and diminution in value of Vendor's remaining property as a result of the taking of the property hereby conveyed and the construction of the transportation improvement thereon.

- **CLAUSE FOR COST TO CURE FOR ITEMS OUTSIDE RIGHT OF WAY**

The parties hereto do hereby acknowledge and declare that of the aforesaid price and sum of DOLLARS, the amount of DOLLARS constitutes full and final payment for labor and materials to and for any and all damage to and diminution in value of Vendor's remaining property as a result of the taking of the property hereby conveyed and the construction of the highway improvement thereon.

- **CLAUSE FOR COST TO CURE WHERE PART OF IMPROVEMENT IS LOCATED WITHIN THE RIGHT OF WAY**

The parties hereto do hereby acknowledge and declare that of the aforesaid price and sum of DOLLARS, the amount of DOLLARS constitutes full and final payment for labor and materials to The removal of the by Vendor shall be completed within ( ) days from receipt of payment of the above recited consideration. Failure of Vendor to so remove said within the aforesaid period of time will result in the Department removing said in any manner deemed expedient, without recourse to Vendor even as to salvage. Further, in the event of such failure, Vendor hereby agrees and grants the Department the right to enter on the remainder of the property herein conveyed for the purposes of said removal, and Vendor shall be liable unto the Department for any and all costs incurred by the Department in connection therewith.



- **CLAUSES FOR USE IF THERE ARE INTERVENORS**

NOW UNTO THESE PRESENTS comes , a Corporation, duly authorized to do business in the State of Louisiana, represented herein by its , duly authorized to act herein by virtue of a Resolution dated , a copy of which is attached hereto and made a part hereof, appearing herein by virtue of Lease recorded , in of the official records of Parish, Louisiana, who declares that said corporation does hereby accept, ratify, and affirm this sale and conveyance in all of its terms and conditions.

NOW UNTO THESE PRESENTS comes , appearing herein by virtue of who declares that does hereby accept, ratify, and affirm this sale and conveyance in all of its terms and conditions.

- **CLAUSE IF ENTIRE CONSIDERATION BEING PAID TO VENDOR**

Intervenor herein does hereby authorize the Department to pay over unto the said Vendor the consideration as herein stipulated.

- **CLAUSE IF CONSIDERATION BEING PAID TO PERSON HAVING USUFRUCT**

The parties hereto agree and authorize the Department to pay over unto the consideration as herein stipulated in accordance with the right of usufruct obtained in recorded , in of the official records of Parish, Louisiana.

- **CLAUSE IF PART OF CONSIDERATION WILL BE PAID TO VENDOR, AND PART TO INTERVENOR**

It is understood and agreed by and between the parties hereto that of the above recited consideration of DOLLARS, the amount of DOLLARS will be made payable to Vendor; and the amount of DOLLARS will be made payable to as full and final payment for the located on Parcel No(s). .

## **RETENTION CONSIDERATION PAGE FOR ACT OF SALE**

This sale and conveyance is made for and in consideration of the price and sum of DOLLARS, which price Department hereby binds and obligates itself to pay to the Vendor upon the approval by Department of Vendor's good and unencumbered title to the hereinabove described property.

The Vendor acknowledges and agrees that the consideration provided herein constitutes full and final payment for the property hereby conveyed and for any and all diminution in the value of Vendor's remaining property as a result of the transfer of this property for transportation purposes.

There is specifically included in this present sale and conveyance all of the improvements situated wholly or partially on the hereinabove described property, including but not necessarily restricted to Vendor's and all appurtenances thereto.

It is understood and agreed that of the above described improvements the Vendor shall retain the following: , and as a part of the consideration of said retention, the Vendor hereby binds and obligates himself to furnish all labor and materials and to remove to ground level all improvements and appurtenances retained by Vendor from the property herein conveyed within thirty (30) days after receipt of the consideration hereinabove stated. In the event the improvements are tenant occupied the Vendor, and Vendor's successors, heirs and assigns shall not require the tenant-occupant to vacate until authorized to do so by the Department.

Upon failure of the Vendor to effect the removal of these improvements and appurtenances within the said period of time, the improvements and appurtenances shall become the property of the Department to be disposed of as directed by the Department, without recourse to the Vendor even as to salvage, and the Vendor shall become and remain liable unto the Department for any and all costs incurred by the Department in connection with such disposal.

The Vendor shall remove each item, including all appurtenances, down to ground level. Concrete slabs and other foundation material below ground level may be left in place. The removal shall include all wiring, plumbing and accessories above the ground which are attached to or a part of a building; all sheds; garages; outhouses; and other appurtenances; except that while fences, shrubs, plants and other growth are classified as accessories, their removal shall be optional. After removal, the site shall be left in a condition satisfactory to the Department.

The Vendor shall observe all rules and regulations of the State Board of Health, and of all local health officials, and must take such precautions as are necessary to avoid unhealthy conditions.

The Vendor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful removal of the buildings and appurtenances.

The Vendor shall save harmless the Department and all its representatives from all suits, actions, or claim of any character brought on account of any damages sustained by any person or property in consequence of any neglect in safeguarding the work.

The Vendor shall be responsible for the preservation of all public and private property, trees, monuments, etc., along and adjacent to the right of way on which the buildings and appurtenances are located and shall use every precaution to prevent damage or injury thereto. He shall use suitable precaution necessary to protect carefully from disturbances or damage all land monuments and property or right of way markers until an authorized agent has witnessed, or otherwise referenced, their locations, and shall not remove them until directed. The Vendor shall not injure or destroy trees or shrubs nor remove or cut them without proper authority.

The Vendor shall be responsible for any damage done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or on account of defective work or material, and he shall restore at his own expense, such property to a condition similar or equal to that existing before damage was done, by repairing, rebuilding, or otherwise restoring same, or he shall make good such damage or injury in an acceptable manner.

Upon the failure of the Vendor to remove all debris from the site after the removal of the said improvements and appurtenances, the Department is hereby authorized to remove the debris and leave the site in a slightly condition in any manner deemed expedient by the Department, and the Vendor shall become and remain liable unto the Department for any and all costs incurred by the Department in connection with the removal of said debris.

It is understood and agreed that Vendor reserves unto himself, his heirs and assigns, all oil and gas minerals beneath the area hereinabove described; it is specifically understood, however, that while no exploration, drilling, nor mining of oil or gas minerals of any kind shall be conducted upon said area, there may be directional drilling from adjacent lands to extract the oil or gas minerals from under said area.

All ad valorem taxes assessed against the above described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be prorated in accordance with the provisions of Act No. 123 of the Legislature of the State of Louisiana for the year 1954.

**ANY OPTIONAL CLAUSES FROM THE REGULAR CONSIDERATION PAGE MUST BE  
ADDED TO THE RETENTION CONSIDERATION PAGE**